

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

KELSI L. COTTLE
1170 Pages Point
Menasha, WI 54952

Plaintiff,

COMPLAINT

Case No.:

**Case Code: 30107-Personal Injury-Other
CLAIM IN EXCESS OF \$75,000**

AMERICAN FAMILY INSURANCE COMPANY
c/o its Registered Agent
Corporation Service Company
8040 Excelsior Dr, Ste 400
Madison, WI 53717

UNITED HEALTHCARE INSURANCE COMPANY
c/o its Registered Agent
CT Corporation System
301 S. Bedford Street, Suite 1
Madison, WI 53703

Involuntary Plaintiffs,

v.

GREAT WEST CASUALTY COMPANY
1100 W. 29th Street
South Sioux City, NE 68776

MIKES LINES INC
2420 Stewart Road
Muscatine, IA 52761

DENNIS A. STORLIE
209 N. Otto Street
Maquoketa, IA 52060

Defendants.

Plaintiff complains of the Defendants as follows:

PARTIES

1. Plaintiff, Kelsi L. Cottle is an adult resident and citizen of the State of Wisconsin, residing at 1170 Pages Point, Menasha, Wisconsin.

2. Involuntary Plaintiff American Family Insurance Company is a domestic insurer that has a statutory home office at 6000 American Pkwy, Madison, WI 53783-0001, and a registered agent of Corporation Service Company, 8040 Excelsior Dr, Ste 400, Madison, WI 53717. American Family Insurance Company has paid medical expenses on behalf of plaintiff Kelsi L. Cottle, under a car insurance policy issued to her containing medical payment coverage. American Family Insurance Company may have no legal right to subrogation or reimbursement despite its payment of benefits in the past or future, but by reason of such payments, American Family Insurance Company is a property party herein.

3. Involuntary Plaintiff United Healthcare Insurance Company is a foreign insurer doing substantial business in the State of Wisconsin with a Wisconsin registered agent CT Corporation System located at 301 S. Bedford St Ste 1, Madison, Wisconsin. United Healthcare Insurance Company has paid medical expenses on behalf of plaintiff Kelsi L. Cottle, under a health insurance policy covering her. United Healthcare Insurance Company may have no legal right to subrogation or reimbursement despite its payment of benefits in the past or future, but by reason of such payments, United Healthcare Insurance Company is a property party herein.

4. Defendant, Great West Casualty Company, is a Nebraska insurance corporation with a statutory home office of 1100 W 29th St, South Sioux City, NE, 68776, and a registered agent of Tamar Kelber, Gass, Weber, Mullins, LLC, 241 N Broadway, Ste 300, Milwaukee, WI 53202. Jay R. Starrett has authority to accept service of process on behalf of Great West Casualty Company. At all times pertinent, Great West Casualty Company provided a policy of insurance

to defendant, Mikes Lines Inc., covering the trucks that it operated on the public roads, including the semi-tractor operated by Dennis A. Storlie on January 18, 2019.

5. Defendant, Mikes Lines Inc. is an Iowa corporation, with its principal place of business located at 2420 Stewart Road, Suite 109, Muscatine, Iowa. Jay R. Starrett has authority to accept service of process on behalf of Mikes Lines Inc. At all times pertinent, Mikes Lines Inc. owned and operated a trucking company, employing drivers to carry freight in interstate commerce. At all times pertinent, Mikes Lines Inc. owned the semi-tractor operated by Dennis A. Storlie on January 18, 2019.

6. Defendant, Dennis A. Storlie, is an adult resident of the State of Iowa, residing at 209 N. Otto Street, Maquoketa, Iowa. At all times pertinent to this complaint, Dennis A. Storlie was an employee of Mikes Lines Inc., and acting within the scope of his employment with Mikes Lines Inc. on January 18, 2019.

SUBJECT MATTER JURISDICTION

7. The matter in controversy exceeds the value of \$75,000, exclusive of costs and interest.

8. The parties to this action are citizens of different states.

9. The Plaintiff, Kelsi Cottle is a citizen of the State of Wisconsin residing at 1170 Pages Point, Menasha, Wisconsin.

10. The Defendant, Great West Casualty Company, is a Nebraska corporation with its principal place of business located at 1100 W 29th Street, South Sioux City, NE 68776.

11. The Defendant, Mikes Lines Inc., is an Iowa corporation with its principal place of business located at 2420 Stewart Road, Suite 109, Muscatine, IA 52761.

12. The Defendant, Dennis Storlie is a citizen of the State of Iowa residing at 209 N. Otto Street, Maquoketa, Iowa.

13. Under 28 U.S.C. § 1332, this Court has subject matter jurisdiction.

VENUE

14. The motor vehicle collision which forms the basis of this complaint occurred in Winnebago County, Wisconsin, which is in the Eastern District of Wisconsin – Green Bay Division.

FIRST CLAIM FOR RELIEF – NEGLIGENCE OF STORLIE/VICARIOUS LIABILITY OF MIKES LINES INC.

17. Plaintiff realleges and reincorporates paragraphs 1-15 herein.

18. On January 18, 2019, in Winnebago County, Wisconsin, a motor vehicle collision occurred involving a truck owned by Mikes Lines Inc, insured by Great West Casualty Company, and driven by defendant, Dennis A. Storlie. Said semi-truck struck the vehicle operated by plaintiff, Kelsi L. Cottle.

19. Defendant, Dennis A. Storlie, was negligent in the operation of the truck he was operating at the time of the collision.

20. The negligence of defendant, Dennis A. Storlie, was a substantial factor causing the collision.

21. Upon information and belief, at all times material to this action, including immediately prior to and at the time of the collision, Dennis A. Storlie, was an employee of Mikes Lines Inc.

22. Upon information and belief, at the time of the collision, Dennis A. Storlie was using the truck provided by Mikes Lines Inc. to perform the work Mikes Lines Inc. engaged him

to perform. Dennis A. Storlie was acting within the temporal and spatial limitations of his employment and was complying with the instructions provided by Mikes Lines Inc.

23. As result of these activities, Dennis A. Storlie was in the scope of his employment with Mikes Lines Inc., making Mikes Lines Inc. vicariously liable for the causal negligence of Dennis A. Storlie.

24. As a result of the collision, Plaintiff Kelsi L. Cottle sustained personal injuries for which she claims damages against all defendants in an unspecified amount.

SECOND CLAIM FOR RELIEF – NEGLIGENCE OF MIKES LINES INC.

25. Plaintiff realleges and reincorporates paragraphs 1-25 herein.

26. Defendant Mikes Lines Inc. owed a duty to properly instruct and supervise Defendant Dennis A. Storlie on the safe operation of its vehicles.

27. Defendant Mikes Lines Inc. breached its duty of care in failing to provide Defendant Dennis A. Storlie with proper instruction and supervision regarding safe operation of its vehicles.

28. Defendant Dennis A. Storlie was negligent in operating Mikes Lines Inc.'s vehicle and Defendant Dennis A. Storlie's negligence led to Mikes Lines Inc.'s truck colliding with Plaintiff Kelsi L. Cottle's vehicle.

29. Defendant Mikes Lines Inc.'s failure to provide proper training and supervision to Dennis A. Storlie caused Dennis A. Storlie's failure to safely operate Mikes Lines Inc.'s truck and caused Kelsi L. Cottle to be severely and permanently injured in the resulting collision.

30. As a result of Mikes Lines Inc.'s negligence in failing to properly train and supervise Dennis A. Storlie, Plaintiff Kelsi L. Cottle sustained personal injuries for which she claims damages against all defendants in an unspecified amount.

WHEREFORE, the Plaintiff demands judgment in her favor for damages against the Defendants jointly and severally together with the taxable costs and disbursements incurred herein.

Furthermore, in the event American Family Mutual Insurance Company and/or United Healthcare Insurance Company timely and properly appear in this action, then for judgment determining the rights of American Family Mutual Insurance Company and/or United Healthcare Insurance Company as against the defendants and all other named defendants or parties which may be added to this lawsuit in the future upon any claim of subrogation or reimbursement asserted by American Family Mutual Insurance Company and/or United Healthcare Insurance Company and to the extent that American Family Mutual Insurance Company and/or United Healthcare Insurance Company may be entitled to judgment.

In the alternative, if American Family Mutual Insurance Company and/or United Healthcare Insurance Company do not timely and properly appear in this action then for default judgment determining that American Family Mutual Insurance Company and/or United Healthcare Insurance Company have no claim of subrogation or reimbursement.

Dated at Milwaukee, Wisconsin, this 17th day of July, 2020.

MURPHY & PRACHTHAUSER, S.C.
Attorneys for Plaintiff

By: s/ Michelle M. Hockers
Michelle M. Hockers (#1095173)
Don C. Prachthausen (#1017016)
Thadd J. Llauro (#1000773)

P.O. Address:
One Plaza East, Suite 1200
330 East Kilbourn Avenue
Milwaukee, WI 53202
(414) 271-1011
mhockers@murphyprachthausen.com
dprachthausen@murphyprachthausen.com

tlaurado@murphyprachthauser.com

PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY.